NAPE

Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

LEWISPORTE TOWN COUNCIL

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

(February 1, 2019 - January 31, 2023)

THIS AGREEMENT made this 8th day of August Anno Domini, Two Thousand and Nineteen.

BETWEEN:

LEWISPORTE TOWN COUNCIL

of the one part

AND:

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part.

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The intention of this Agreement is to promote and maintain harmonious relations and close co-operation between the Council and its employees. It is understood by both parties that their objective is the protection of the best interest of the Council and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

ARTICLE 2 RECOGNITION

2.01 The Council recognizes the Newfoundland And Labrador Association of Public And Private Employees as the sole and exclusive bargaining agent for all employees of the Council, other than the Town Manager, Works Superintendent, Town Clerk, Recreation Manager, Confidential Secretary, Non-Working Foreman, and those above the rank of Non-Working Foreman.

2.02 No Town employee shall be required or permitted to make any written or verbal agreement with Council or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 4 INTERPRETATION

4.01 In this Agreement the following words and expressions shall have the meanings hereinafter assigned to them:

(a) "Employees" shall mean all employees of Lewisporte Town Council not excluded from the bargaining unit through negotiations.

(b) "Permanent (Full-time employee)" means a person who has completed his/her probationary period and is employed on a full-time basis without reference to any specified date of termination of service.

It is the understanding that both terms, Permanent and Full-time employee, have the same definition and a full-time employee is a permanent employee.

(c) "Part-time employee" means a person who is regularly scheduled to work less than the regular number of working hours in each working day or less than the full number of working days in each work week.

(d) "Probationary employee" shall mean any employee who is presently serving the established probationary period outlined in this Agreement".

(e) "Council Representative", unless otherwise specifically defined, shall mean the Town Manager or such other person or persons appointed by the Council.

(f) "Day" - for the purpose of this Agreement, day shall mean working day unless otherwise specified.

(g) "Union Representative" shall mean any authorized Officer of the Local and any elected member to the Board of Directors and any full time employee of the Union.

(h) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work, but does not include seasonal or probationary employees.

(i) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work.

ARTICLE 5 UNION SECURITY

5.01 (a) All present employees of Council within the bargaining unit, as a condition of employment, shall become and remain members in good standing of the Union. All future employees of the Council within the bargaining unit shall as a condition of employment, become members in good standing in the Union within thirty (30) days commencement of their employment with Council.

(b) The Council agrees to deduct from the earned wages of all employees, who come within the scope of the bargaining unit, the monthly dues of the Union and to remit to the Union the full amount of such deductions on or before the tenth day of each month. A list of employees shall be submitted to the Union with each dues deduction showing name of all employees within the bargaining unit, the amount of deductions, and if no deduction, the reasons therefore. The Union will inform the Council, in writing, the amount of the Union dues.

(c) The Council agrees there should be no discrimination, interference, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff,

discipline, discharge or otherwise by reason of race, sex or creed, national origin, residence, political or religious affiliation nor by reason of membership or legal activity in the Union.

(d) The Council and its representatives agree that there shall be no discrimination, interference, or coercion exercised or practised with respect to any person in the matter of hiring by reason of race, sex or creed, national origin, political or religious affiliation, nor by reason of membership or activity in the Union, provided that all other things being equal, preference in hiring shall be given to resident taxpayers of the Town of Lewisporte.

ARTICLE 6 REPRESENTATION

6.01 The Council agrees to recognize the duly appointed Officers and Stewards from within the various departments of Council provided that each such Officer or Steward is a member of the bargaining unit. Local is responsible to inform Council of the names of the Officers and Stewards as elected or appointed within five (5) days of any changes.

6.02 The said Officers and Stewards will form the Union's permanent Grievance Committee and any member of that Committee may handle as a grievance any departure from, or misapplication of, the terms of this Agreement or any other matter, whenever and wherever the interest of any employee is directly or indirectly concerned.

6.03 No deduction shall be made from the pay of any Officer or Steward by reason of their being present at meetings with representatives of Council held during regular normal working hours.

6.04 The Union shall be empowered at any time to have the assistance of a representative from the Provincial Body of the Union when dealing or negotiating with council or representatives of Council. Such Union representatives shall have access to the Council's premises in order to investigate any grievance or to conduct negotiations.

ARTICLE 7 HOURS OF WORK

7.01 The regular hours of work for all employees shall be eight (8) hours per day, forty (40) hours per week for five (5) consecutive days and shall mean any five (5) consecutive days, which may include Saturday and Sunday.

(a) The regular working day shall be from 7:00 a.m. to 400 p.m. from May 1 to November 30.

(b) Winter schedule working day shall be from 7:00 a.m. to 6:59 a.m. from December 1 to April 30.

(c) Shift Differential
Effective February 1, 2015 employees shall receive a shift differential of fifty (.50) cents for every regular hour worked between the hours of 1600 and 0800 seven (7) days per week.

Week-end Differential
Employees shall receive a weekend differential premium of fifty (.50) cents for every regular hour worked between the hours of 0800 and 1600 Saturday and Sunday.

Shift differential and weekend differential does not apply to overtime hours worked.

(d) Outside employees shall receive a minimum of two (2) regular weekends off per month. This does not include weekends when employees are required to, or do work, overtime hours.

(e) In accordance with Article 28, the employer will maintain thirteen (13) permanent, full-time positions for twelve (12) months of the year. The number of permanent, full-time positions will be reduced to twelve (12) when the Letter of Understanding re Sanitary Worker becomes effective and this position is removed.

7.02 (a) The regular hours of work for Stadium workers shall be eight (8) consecutive hours per day, forty (40) hours per week. The hours to be between 8:00 a.m. and 7:59 a.m.

(b) Stadium workers shall be given two (2) consecutive days of rest.

(c) Stadium workers shall be given two(2) weekends off per month

* (d) Stadium employees will commence the summer day shift no later than one (1) week after the stadium closes.

* (e) The regular winter schedule for stadium employees will commence one (1) week after the stadium re-opens in the Fall.

7:03 * The Employer shall make every reasonable effort to distribute the rotation of shifts in an equitable manner amongst employees who are required to work shifts.

ARTICLE 8 OVERTIME

8.01 Overtime shall be all hours worked outside the regular hours or on a holiday listed in Article 9 of this Agreement.

8.02 (a) Employees will receive overtime pay at the rate of one and one-half (1 ½) times the regular rate for every hour that the employee works in

excess of eight (8) hours per day or forty (40) hours per week.

(b) For work on Sunday, double (2) time except for Stadium Attendant, unless it is his/her regular day off.

8.03 (a) Overtime, after regular hours, is optional and voluntary except in an emergency. Overtime shall be distributed equally starting with the most senior employee in the classification provided the employee is qualified to perform the work available. If an employee denies or is unavailable after a reasonable attempt is made to notify of the overtime on two consecutive occasions, this opportunity will be placed against the employees annual allocation.

* (b) Overtime records will be reviewed for the period January 1 - June 30 each year and in the event overtime distribution is not shared equally in accordance with Clause 18:03 (a), the Employer will take the necessary corrective action.

8.04 (a) An employee who is eligible for overtime and who is called back after he/she has left his/her place of work, shall be paid a minimum of two (2) hours at the applicable overtime rate.

(b) Employees ordered out to work at other times, i.e. scheduled days off and weekends, shall be paid a minimum of two (2) hours pay at the prevailing rate. These provisions shall apply whether or not work is available, providing the employee reports for duty but does not apply to regular night shift operations.

8.05 Overtime for bargaining unit employees who work sixty (60) minutes or less shall be as follows:

(a) from fifteen (15) minutes to thirty (30) minutes, payment for one-half (½) hour at the applicable overtime rate;

(b) from thirty (30) minutes to sixty (60) minutes, payment for one (1) hour at the applicable overtime rate.

8.06 * (a) Time off in lieu of payment for authorized overtime, whenever conveniently possible, will be granted at a time preferred by the employee, or at such time as may be mutually agreed upon by the Town and the employee.

(b) The maximum time off in lieu that can be accumulated in an employee's overtime bank is eighty (80) hours and these hours can be replenished as used up to a maximum of eighty (80) hours. All additional hours will be paid at the applicable rate.

(c) The maximum number of overtime hours which can be carried forward into the new calendar year is forty (40) hours. All additional

hours will be paid at the applicable overtime rate.

ARTICLE 9 STATUTORY HOLIDAYS

9.01 The following holidays will be observed as paid holidays for all employees:

New Year's Day
St. Patrick's Day
Good Friday
St. George's Day
Commonwealth Day
Discovery Day
Memorial Day
Labour Day
Thanksgiving Day
Armistice Day
Christmas Day
Boxing Day

plus two (2) additional holidays in each year, one (1) in the opinion of Council representatives, is recognized as a Civic Holiday in the area and one (1) additional holiday at a time to be mutually agreed between employee and supervisor. If no Civic Holiday is provided, the employee shall be given two (2) additional holidays at a time to be mutually agreed between employee and supervisor.

9.02 An employee required to work on any of the above named holidays shall be paid at the rate of time and one-half (1 ½) his/her regular rate, in addition to a day off. (Refer Article 8, Clause 8.01 to 8.03). When any of the above named holidays falls on Saturday or Sunday, then the following Monday shall be deemed the holiday.

9.03 When any of the above named holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed to between the employee and the Employer.

9.04 In order for an employee to be paid for any statutory holiday, then that employee must have worked his/her last regularly scheduled shift prior to the holiday and his/her first regularly scheduled shift after the holiday.

ARTICLE 10 ANNUAL VACATIONS

10.01 Every employee, after the first year of continuous service, shall be granted vacation on a pro-rata basis for the time worked in the preceding calendar year; pro-rata basis being one and one-quarter (1 1/4) of the annual vacation allowed per month worked. In subsequent years the vacation allowance is as follows:

Years of Service	Number of Days
Up to ten (10) years service	15 days
10 to 25 years	20 days
25 years and up	25 days

After thirty (30) years service, employees shall be granted thirty (30) days vacation.

Vacation pay for intermittent employees shall be six percent (6%).

10.02 It shall be compulsory for all employees to take their vacation during the year in which they qualify for such vacation.

10.03 An employee may change the status of his/her annual leave to sick leave if:

(a) he/she has been ill for two (2) consecutive days and has presented a medical certificate to the Employer;

(b) he/she is admitted to hospital.

10.04 (a) If a statutory or declared holiday falls on or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each holiday in addition to his/her regular vacation period.

(b) When an employee is required to work during his/her annual vacation, he/she shall receive pay at the rate of double (2) time. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

(c) Hours worked while on banked time shall not be deducted from the employees' banked time credits.

10.05 All employees shall, whenever conveniently possible, be granted vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Town and the employee. Preference in choice of vacation dates shall be determined by seniority or service with the Council.

ARTICLE 11 RATES OF PAY

11.01 The rates of pay for all employees covered by the Agreement are as set forth in the attached Schedule "A", which Schedule forms part of this Agreement.

11.02 An employee who is required to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate for all hours worked

in the higher classification.

11.03 An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his/her regular rate of pay.

11.04 It is agreed that those employees who work at both the Stadium and the Town Depot at different times of the year shall receive rates of pay to coincide with Schedule "A".

ARTICLE 12 SENIORITY

12.01 An employee's seniority shall be determined by the length of service with the Council.

12.02 If an employee is transferred to another classification on a permanent basis, he/she carries all his/her seniority to that classification.

12.03 The Council will maintain a seniority list showing the date each employee's service commenced and will also include each employee's classification and length of service.

12.04 (a) Newly hired employees shall be considered on probation for a period of twelve (12) calendar months from the date of hire. During the probationary period, employees shall be entitled to seventy-five percent (75%) of the rate of pay to which the classification he/she is assigned.

(b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge and rate of pay.

(c) The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as a basis of termination. After completion of the probationary period, seniority shall be effective from the original date of hire.

12.05 If an employee is transferred on a temporary basis to a post outside the bargaining unit, he/she shall continue to accumulate seniority as though he/she remained in the bargaining unit.

12.06 An employee hired for a specific period of time of not less than one hundred thirty-two (132) days will accumulate seniority on a day to day basis in the same manner as all other employees and as such seniority will remain with that employee when laid off only for the purpose of determining his/her right and order to recall, subject to Clause 12.07 of this Agreement.

12.07 (a) An employee shall not lose his/her seniority rights if he/she is absent

from work because of absence approved by the Council, sickness, accident, layoff for a period of two (2) years or longer.

(b) Employees shall only lose seniority rights in the event:

(i) he is discharged for just cause and is not re-instated;

(ii) he resigns in writing;

(iii) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

(iv) he fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work of five (5) days duration, or less, at a time he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work;

(v) he is laid off for a period of two (2) years or longer.

12.08 Employees who are qualified may be interchanged or transferred from one department to another at any time and from time to time when circumstances warrant provided that seniority shall not be surrendered or affected by such interchange or transfer, and that there shall be no reduction in rate of pay and further provided that no permanent or regular employees shall be laid off or discharged by reason of such interchange or transfer.

12:09 (a) No employee shall be required to perform work in another classification when there is work available in his/her regular classification.

(b) If there is no other work required for these employees to undertake and additional or replacement workers are required for the garbage truck, then these senior employees must fulfill this task by a two (2) day alteration.

ARTICLE 13 ABSENCE FROM WORK

13.01 Should any employee, through no fault of his/her own, be absent from work, he/she shall not be discriminated against on that account provided that where possible, he/she shall have given to his/her Supervisor notice of his/her absence prior to beginning of his/her regular work shift to enable his/her Supervisor to make arrangements for his/her replacement during his/her absence. However, should an employee be absent through no fault of his/her own, without giving the Supervisor notice of his/her absence at

the beginning of his/her regular work shift, he/she shall not be penalized in the first instance of such absenteeism other than loss of pay for such period of absenteeism, but upon subsequent instances for such absenteeism without notification as required above, the employee concerned may become subject to disciplinary action resulting in suspension.

13.02 At the written request of the Union, the Employer may grant leave with pay to not more than two (2) employees at the same time for the purpose of attending Labour Conventions. The total number of days permitted under this section is twelve (12) working days in the aggregate in any year. The Union shall request such leave at least thirty (30) days prior to the proposed leave.

13.03 An employee shall be granted leave of absence with pay in the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild, or near relative living in the same household, three (3) consecutive days.

13.04 The Council agrees to consider a request for special leave with pay not exceeding three (3) days in the aggregate during the year other than those provided for elsewhere in this Agreement and such leave shall not be unreasonably denied.

13.05 One (1) day leave of absence shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, first cousin or grandparent of such employee not residing in the same household of the employee.

13.06 In the event of the death of an employee covered by this Agreement, the Town Manager may authorize all or any employee to attend the funeral during working hours without loss of pay.

13.07 If any of the foregoing days of absence falls on a regular working day of the employee, then the employee shall not suffer the loss of wages or salary for the day or days of absence as the case may be.

13.08 The employee may be required to furnish proof of relationship to the deceased to the Council representative.

13.09 The Council shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any Court. The Council shall pay the difference between his/her normal earnings and the payment he/she receives for jury service or Court witness. The employee will present proof of service and the amount of pay received.

13.10 When an employee is attending a training course or other educational

program, if approved by Council, the Employer shall pay the full amount of the employee's wages or the difference between what would have been the employee's regular earnings and that paid to the employee by other sources.

13.11 Employees shall accumulate seniority while on Workers' Compensation.

ARTICLE 14 INSURANCE PROGRAM AND PENSIONS

14.01 (a) The Employer agrees to maintain the existing Insurance Plan and Pension Plan for all employees.

* (b) Upon retirement, employees shall have the option of continuing their participation in a Group Insurance Plan, as dictated by the provider, meaning it is the provider's decision if coverage will be available. It's not the Employer's responsibility to guarantee coverage and the employee will pay one hundred percent (100%) of the premium.

ARTICLE 15 VACANCIES AND NEW JOBS

15.01 When a vacancy occurs in any classification, such vacancy shall be posted on Bulletin Boards of the Council, which are accessible to all employees for a period of not less than seven (7) working days so as to give all interested employees an opportunity to make application for the posted vacancy.

(a) For the purpose of 15:01, a vacancy is an opening in a bargaining unit position which the Employer requires to be filled.

15.02 Both parties recognize:

(a) the principle of promotion within the service of the Employer; and

(b) that job opportunity should increase in proportion to length of service. Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided that the applicant is qualified to perform the tasks required.

15.03 When a new classification is created, the Council agrees to negotiate with the Union the rate of pay applicable to that new classification. In the event that the two parties cannot agree on the rate of wages to be paid to the new classification, the matter will be submitted to arbitration and in any event the new rate will be effected on the day the new classification came into being.

15.04 The Employer shall establish a system of on- the-job training in order to upgrade the knowledge and skills of employees who are interested in taking such training. Opportunity for training shall be allocated in accordance with seniority. Employees who are senior and who do not wish to be trained in future for jobs which they are unqualified to do will inform the Employer in writing.

ARTICLE 16 PROTECTIVE CLOTHING/UNIFORMS *

16.01 Health and Safety Preamble

Due to the nature of the Town's work and responsibilities, employees are required to perform activities in a variety of working conditions, requiring specific clothing for identification, protection and safety. Employees are exposed to the weather elements, traffic and other environmental factors which require protective clothing to be worn. The Town aims to portray a professional image through its workforce, making it desirable to provide distinctive clothing/apparel to readily identify employees who have contact with the public and/or are performing tasks which, by their nature, dictate that the employee be recognized as a Town employee. The Town color will be bright orange - CSA-Z96-15.

16:02 Safety Equipment

The Town of Lewisporte requires that employees wear standardized apparel to ensure proper identification and protection against weather, the environment and work conditions. This protective clothing will have a Town of Lewisporte logo and any other necessary identification. Each employee is required to wear protective equipment in accordance with Safety Standards, Procedures and Legislation, including but not limited to:

- Protective Hard Hat (provided by Employer)
- Protective Footwear
- Protective Clothing with Integrated Safety Stripping
- Protective Hearing Devices (provided by Employer)
- Protective Gloves
- Protective Glasses/Goggles/Masks (provided by Employer)

16:03 Safety Clothing Options

Upper body garment with protective stripping (ANSI/ISEA 107 Standard) consisting of one of the following approved items:

1. Work Shirt
2. T-Shirt
3. Coveralls (winter/summer)

4. 3-in-1 Jacket
5. Safety Vest (as per requirements of specific hazard assessments)
6. Rain Jacket

Lower body garment with protective stripping (ANSI/ISEA 107 Standard) consisting of one of the following approved items:

1. Work Pants
2. Coveralls (winter/summer)
3. Bibbed Overall Pants
4. Rain Pants

Footwear shall consist of one of the following approved items in accordance with the Canadian Standards Association (CSA) Protective Footwear Standard #Z195-02:

1. Leather Work Boots
2. Waterproof (Rubber) Boots
3. Winter Boots
4. Insulated Waterproof (Rubber) Boots

NOTE: Some classifications, i.e. Mechanics/Welders, may require Fire Retardant Outerwear meeting NFPA 2112 Category 2 Standards.

16:04 Protective Clothing Compensation

The Employer, Town of Lewisporte, will provide each permanent (full-time employee), Article 4:01 (b), an annual clothing allotment of six hundred (600) points (one point equals one dollar) on January 1st of each year to be used to purchase safety clothing as listed above.

It is understood that the maximum points available in each employee's clothing allotment is 1000 (one thousand), and the only opportunity to top up the clothing allotment is on January 1st of each year.

The employee will purchase the approved safety clothing and present the invoice to his/her supervisor for reimbursement, up to the points limit in his/her clothing allotment.

The upper body garment is required to have, and the Town of Lewisporte will pay the cost of, the Town logo/brand and other approved distinctive lettering on the upper body garment.

The Town of Lewisporte will make every effort to have the eligible reimbursement cheque back to the employee within two (2) weeks of presentation to his/her supervisor.

Seasonal employees (Article 4:01 (i)) and temporary employees (Article 4:01 (h)), will receive fifty percent (50%) of the clothing allotment, with a maximum carryover of 500 (five hundred) points.

This allowance is solely for the purpose of purchasing protective clothing as required for their employment with the Town of Lewisporte.

Employees are responsible for lost items.

16:05 Prescription Safety Eyewear

Council will subsidize seventy-five percent (75%) of the cost of prescription safety eyewear to a maximum of two hundred dollars ($200) once every two (2) years. This amount to be applied against any deficit realized when employees insurance coverage ($100) has been considered. The employee will not be entitled to a net gain.

16:06 Protective Clothing Use

Council reserves the right to determine what type of protective clothing to be purchased by employees and that all clothing purchased by employees shall be restricted to Town use and remain at work site except by permission of Town Manager.

16:07 Health and Safety Protective Clothing Conclusion

The employees covered by this clothing allotment policy shall:

- demonstrate a professional image and appearance;
- use sound judgement and discretion when choosing an article of clothing;
- maintain the clothing in a suitable condition, free of unreasonable wear, tears, stains or other damage, which undermines the professional image required in the public. It is understood that the nature of the work often dictates that a certain level of wear is normal.

It is understood that all clothing items must be approved by your Department Head prior to removal of sales tags.

16:08 Protective Clothing Committee

The Protective Clothing Committee, consisting of equal representation from the Town of Lewisporte Public Works Committee and the Union, will be established to review and make recommendations to both the Union and the Employer on protective clothing/uniforms. This Committee will meet within

sixty (60) days of the signing of this Agreement.

ARTICLE 17 LABOUR MANAGEMENT COMMITTEE

17.01 * A Labour Management Committee shall be established consisting of not more than two (2) representatives of the Union and the Employer, respectively. The Employer shall be duly notified in writing as to the names of the Union representatives selected. The first meeting of the Labour Management Committee will be held within thirty (30) days of the signing of this Agreement.

17:02 Function of Committee

The Committee shall concern itself with the following general matters:

(a) promoting safety and sanitary practices;

(b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service); and

(c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

17:03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

17:04 Chairperson of the Meeting

The meetings of the Committee shall be chaired alternately by the Employer's representatives and the Vice-Chairperson who will be selected by the Union.

17:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice-Chairperson shall each receive two (2) copies of the minutes within three (3) days following the

meeting.

17:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

17:07 Labour Management Committee

The Town Manager and Local President will endeavour to attend Labour Management Committee meetings.

ARTICLE 18 SICK LEAVE/HEALTH AND SAFETY

18.01 (a) Every full time employee shall earn sick leave to a maximum of two hundred and fifty (250) working days at the rate of two (2) days for each completed month of service commencing from the date of employment.

(b) A full time employee hired after the date of signing shall earn sick leave to a maximum of one hundred and twenty-five (125) working days at a rate of one (1) day for each month of service commencing from the date of employment.

18.02 (a) An employee shall continue to accumulate sick leave in accordance with Clause 18:01 during any period where the total leave is less than two hundred and fifty (250) days.

(b) An employee hired after the date of signing shall continue to accumulate sick leave in accordance with clause 18:01 (b) during any period when the total leave is less than one hundred and twenty-five (125) days.

* Upon retirement employees shall receive payment for ten percent (10%) of their unused sick leave.

18.03 * Sick leave with full pay in excess of three (3) consecutive working days or six (6) working days in the aggregate in any calendar year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Council.

18.04 An employee shall be awarded sick leave for illness that is a result of or may

be associated with pregnancy.

18.05 For the purpose of Clauses 18.01 and 18.02, a month of service shall be any calendar month during which the employee is on the payroll for more than fifteen (15) calendar days in that month.

18.06 The Council and employees agree to abide by the requirements of the Occupational Health and Safety Act and Regulations.

* The Supervisor will conduct tool box meetings with employees prior to the commencement of work each day.

18.07 An employee shall have the right to see a record of his/her unused sick leave he/she has accumulated any time during office working hours.

18:08 An employee shall be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of sick family members, needs related to the birth of an employee's child, medical or dental appointments for dependent family members, meetings with school authorities or adoption agencies, needs related to the adoption of a child, or home or family emergencies.

Employees who obtain less than six (6) months service in the previous calendar year shall have the special leave associated with 18.08 reduced by fifty percent(50%).

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 If a dispute or a grievance arises and if the dispute or grievance is brought forward by an employee or by the Union, such dispute or grievance will be dealt with and disposed of in the following manner:

(a) Any employee having a grievance shall first take the matter up with his/her Supervisor or have his/her Shop Steward take the matter up for him. The grievance must be submitted in writing within five (5) days of his/her being aware of the grievance.

(b) Failing satisfactory settlement of the grievance within five (5) working days of the grievance being submitted to the Supervisor, the grievance shall within a further five (5) working days be submitted in writing to the Council Representative.

(c) Failing satisfactory settlement of the grievance within five (5) working days of the grievance being submitted to the Council representatives, the Union Representative shall within a further five (5) working days submit the grievance in writing to the Council who will, at its next

meeting, deal with the matter and the reply of Council to the grievance shall be in writing and be submitted to the Union Representative within five (5) working days of its meeting.

19.02 If no settlement is reached in accordance with the foregoing steps, the matter may be referred to arbitration. Such reference to arbitration to be made within sixty (60) calendar days from the receipt in writing of Council's decision.

19.03 Where the Employer has a grievance against the Union, or the Union, or a group of employees have a grievance against the Employer, the parties shall meet within ten (10) calendar days of the occurrence of the matter giving rise to the grievance and attempt to settle the grievance. If the grievance is not settled as a result of this meeting, either the Employer or the Union, as the case may be, shall have the right to refer the grievance to arbitration.

19.04 The periods as outlined above may be extended by mutual consent between the Union and the Council.

ARTICLE 20 ARBITRATION

20.01 Subject to Article 19 and for the purpose of final settlement of any difference, dispute or grievance between the Council and the Union or its members employed by the Council, as to the meaning, application, or violation of any of the provisions of this Agreement, the following provisions and procedures shall be followed by the parties in this Agreement.

20.02 Either of the parties may notify the other of its desire to submit the difference, dispute or grievance to arbitration, and the notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Board. The two (2) appointed or selected shall, within a further five (5) working days of the appointment of the second of them, appoint a third person who shall be Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree on a Chairman within the time limits, the appointment or appointments shall be made by the Minister of Labour of Newfoundland and Labrador upon the request of either party and such appointment or appointments will be accepted by both parties. No official, agent or member of the Council or the Union shall be appointed as a member of the Board.

20.03 The Arbitration Board shall hear and determine the difference, dispute or grievance and shall make a decision thereon, in writing, within thirty (30) calendar days of the appointment of the Chairman or within such extended period upon which the Council and Union may agree.

20.04 The decision of the majority shall be the decision of the Board and shall be final and binding upon the parties and upon any employee affected by it, but if there is no majority, the decision of the Chairman shall govern and will be binding upon those affected by it.

20.05 The Board of Arbitration shall not have the power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.

20.06 An Arbitration Board may not alter, modify or amend any provision of this Agreement, but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.

20.07 Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, or for it, by the Minister of Labour and the parties will jointly and equally bear the expenses, if any, of the Chairman.

ARTICLE 21 TRANSPORTATION

21.01 Employees required to work outside of the garage depot, who normally return for lunch to the depot, shall be provided with transportation to and from the depot at the start and end of lunch period and at the start and end of each work shift. Transportation shall be arranged so that employees arrive at the depot at 12 noon and leave at 1:00 p.m.

21.02 * In cases where the employee is required to use his/her own vehicle for such transportation, he/she will be paid at prevailing Government of NL rates.

21.03 For the purpose of Stadium employees who normally carry out work at the Stadium, their work location would be at the Stadium. Any transportation required for locations other than the Stadium will be provided for by the Town.

21.04 Transportation of any tools, equipment, etc., will be the responsibility of the Town.

21.05 When an employee is required to work outside his/her job site, transportation will be provided by the Town.

ARTICLE 22 EMPLOYEE'S RECORD

22.01 An employee's record shall at all reasonable times be available for his/her inspection and with the employee's permission available to the Union.

22.02 Any offense that is to become a part of an employee's record shall be in writing with a copy to the employee concerned and to the Union.

22.03 * An offense which has become a part of an employee's record will be removed from his/her record when twelve (12) months have elapsed providing no recurrence of the same offense has occurred in that period of time.

22.04 An employee may be notified, in writing, of any expression of dissatisfaction concerning his/her work.

22.05 If an employee is not notified, in writing, of any expression of dissatisfaction concerning his/her work within five (5) working days of the event of any such complaint, such expression shall not become a part of his/her record for use against him at any time.

ARTICLE 23 SUSPENSION AND DISCHARGE

23.01 Whenever the Council or Council representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of any act complained of, or omission referred to, or that dismissal may follow if such employee fails to bring his/her work up to the required standard by a given date, the Council or Council representative shall within five (5) days thereafter, give written particulars of such censure to the employee concerned and to the Union. Should the employee or the Union feel that the censure or warning is unwarranted, the matter may be taken up as a grievance and if it is decided that the warning was not deserved, it shall be withdrawn and not go on his/her record.

23.02 (a) An employee may be discharged but only for just cause and only upon the authority of Council. The Council representatives may suspend an employee and shall within five (5) working days report such action to Council. When an employee is suspended, he/she shall be given the reason for such suspension by the Council representative in the presence of the Union representative if required by the employee.

* (b) In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from his/her place of employment, it shall be with pay.

23.03 When an employee is dismissed, such employee and the Union shall be notified promptly, in writing, by the Council of the reason for such dismissal.

23.04 Should it be found that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated in his/her

former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to a Board.

ARTICLE 24 GENERAL

24:01 Job description of classification at the Stadium will be provided for:

(a) Stadium Attendant.

24:02 Stadium Attendants shall be responsible for care and maintenance of machinery and equipment and to assist with repairs.

24:03 An employee shall not be required or permitted to work alone at any time under hazardous conditions. However, the Town will not be responsible if an employee performs such work contrary to the Supervisor's orders or without the Supervisor's knowledge of such work or conditions.

24:04 The Town shall pay wages on every second Wednesday for time worked for the previous two (2) weeks.

24:05 All employees shall be permitted five (5) minutes prior to lunch hour and five (5) minutes prior to completion of the shift for the purpose of wash-up.

24:06 Each employee shall be entitled to a fifteen (15) minute break during the first and second half of his/her regular working day or shift. Such break to be taken at the work location.

ARTICLE 25 LAYOFFS AND RECALLS

25:01 Both parties recognize that job security should increase in proportion of length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall be recalled in the inverse order of their seniority, providing they are qualified to do the work required. Seniority for the purpose of this Clause shall be on a bargaining unit wide basis.

25:02 Except in the case of dismissal for just cause, fourteen (14) calendar days notice in writing will be given to all employees who are to be laid off or whose services are to be terminated. If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

ARTICLE 26 STANDBY

26:01 Each employee shall receive eight (8) hours' pay for each twenty-four (24) hour period while on standby. Pay to be at the regular rate and the employee to be notified in writing of the standby period.

ARTICLE 27 SEVERANCE PAY

27:01 (a) All current employees with a minimum of one year of service with the Town of Lewisporte will be entitled to receive severance pay when their employment permanently ceases.

(b) All new employees hired after the date of signing with a minimum of five (5) years of service with the Town of Lewisporte will be entitled to receive severance pay when their employment permanently ceases.

Employees entitled to severance pay shall be paid five (5) days salary for each year of service, based on the rate in effect at the time of employment cessation, to a maximum of twelve (12) years accumulated credit.

One year of service shall be based upon 2080 regular hours.

27:02 Severance pay shall be payable only once for any given period of service. An employee whose employment has ceased permanently who has received severance pay and is later recalled or rehired shall not receive severance pay for prior service. Future severance pay and years of service shall be calculated from the date of recall or rehire to a maximum of twelve (12) years of accumulated credit, including previous employment.

Example

An employee ceased employment after five (5) years and received five (5) weeks' pay, same employee was hired after one (1) year and worked for a further period of twelve (12) years, if he/she ceases employment after twelve (12) years, his/her entitlement to severance pay would be the remainder of the twelve (12) weeks.

ARTICLE 28 CONTRACTING OUT

28:01 * (a) The Employer shall not contract out bargaining unit work that provides Municipal Services throughout the life of this Agreement. Municipal Services means:

(1) Water and Sewer repairs (Capital Works)
(2) Street Maintenance

(3) Garbage Collection & Disposal (see Letter of Understanding)
(4) Curb and Sidewalk Construction
(5) Stadium Operations
(6) Land Development (Sub-division)
(7) Equipment Repairs
(8) Snow Clearing
(9) Sanding and Salting
(10) Recreation and Beautification
(11) Repairs to the following Town properties:
(a) Town Hall
(b) Fire Hall
(c) Town Garage
(d) Stadium
(e) Bowling Alley
(f) Pumphouse

(b) Notwithstanding the language of 28:01 (a) of the Collective Agreement, the parties hereby agree the Employer shall have the ability to contract out work providing the following conditions are met:

* (1) The Employer will maintain the following permanent full-time positions for the duration of the Collective Agreement:

Stadium Attendant I
Stadium Attendant II (1)
Stadium Attendant II (2)
Foreman
Equipment Operators (1)
Equipment Operators (2)
Equipment Operator/Maintenance II
Mechanic/Operator
Sanitary Worker (subject to Letter of Understanding)
Maintenance I (1)
Maintenance I (2)
Maintenance I (3)
Maintenance I (4)

* As per Articles 28 and 7:01 (e), the number of positions will be reduced to twelve (12) when the Letter of Understanding regarding Sanitary Worker becomes effective and Sanitary Worker position is removed.

(2) The Employer will maintain the following Council Equipment for the duration of the Collective Agreement:

1 backhoe
2 loaders

2 dump trucks
1 excavator
1 mini excavator
1 dinky (side walk plough)
1 paving machine
1 roller
1 jet trailer
1 sit on lawnmower
1 garbage truck

(3) No permanent, full-time qualified bargaining unit member will suffer a reduction in regular pay or benefits.

(4) The Employer will give the Union two weeks' notice of its intention to contract out work, except in extenuating circumstances, when as much notice as possible will be given.

(5) All vacancies in bargaining unit positions identified in 28:01 (b)(1) will be posted and filled within thirty (30) days of becoming vacant in accordance with Article 15 of the Collective Agreement, except for public competitions which shall be advertised within thirty (30) days and filled as soon as possible.

(6) The current Letter of Understanding with Bruce Martin and Leon Shearing will be maintained until those employees retire.

(7) The Employer agrees not to contract out snow blowing and street sweeping during the term of this Agreement.

28:02 Other employees outside the bargaining unit shall not perform bargaining unit work.

28:03 The Employer agrees to give the first opportunity to Union members to work on any grants or special projects by Council before hiring persons outside the bargaining unit, provided the employee meets the criteria of the grant or special project.

28.04 The Employer has the right to appoint a working foreman for special work projects deemed necessary by Council. Such appointments shall be done in accordance with Article 15.02 (b).

ARTICLE 29 ENFORCEMENT AND DURATION

29:01 * Forty-eight (48) months - February 1, 2019 to January 31, 2023.

29:02 * This Agreement shall be deemed to have become effective from the date of

signing and shall remain in full force and effect until January 31, 2023, and from year to year thereafter unless notice of termination, in writing, is given by either party not more than ninety (90) days prior to termination or less than thirty (30) days prior to termination in any year and negotiations shall commence within forty (40) days of such written notice.

ARTICLE 30 SPECIAL LEAVE

30:01 With the prior approval of the Employer, special leave may be awarded to an employee to enable him to participate in courses of training, either within or outside the Province. The duration of and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

ARTICLE 31 MATERNITY/ADOPTION/PARENTAL LEAVE

31:01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.

(b) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return after the expiration of this leave.

31:02 (a) An employee may return to duty after giving the Employer two (2) weeks notice of his/her intention to do so.

(b) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.

31:03 (a) An employee on maternity/adoption/parental leave shall earn seniority and severance pay credits for periods when he/she would ordinarily have worked.

(b) Employees on maternity/adoption/parental leave shall have the option of continuing to participate in the Group Insurance Plan at the employee's expense.

31:04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement of maternity leave or birth of the child, whichever occurs first.

ARTICLE 32 CORRESPONDENCE

32:01 All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Town Manager and the Secretary of the Local and the Union.

ARTICLE 33 AMENDMENTS

33:01 The terms of this Agreement may be amended at any time at any meeting of the parties hereto on such terms as shall be approved and agreed upon by the parties hereto.

ARTICLE 34 TIME OFF FOR Union BUSINESS AND Union ACCESS

34:01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulated benefits for total time spent in negotiations with the Employer.

34:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulated benefits for total time spent in grievance and arbitration procedure.

34:03 Union Access

(a) Employees shall have the right at any time to have the assistance of a full time representative of the Union on all matters relating to Employer-employee relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor.

(b) Permission to hold meetings on the premises shall in each case be obtained from the Town Manager and such meetings shall not interfere with the operation of the Employer.

ARTICLE 35 ON CALL

35:01 (a) On call means any period of time not part of the regular work schedule during which an employee is required to monitor road conditions, to respond to emergency situations, and to call workers in as required.

(b) Any employee required to perform on call duty shall be paid eighteen dollars ($18.00) for each eight (8) hour shift of on call to a maximum of $144.00 per weekend for the period starting at the end of the regular shift on Friday to the beginning of the regular shift on Monday.

35:02 When on call is required on a statutory holiday, the rate of compensation will be twenty-five dollars ($25.00) for each eight (8) hour shift of on call.

35:03 The first response (call out) shall be the employee on call. Any additional employees required shall be called by seniority. The call out rate of pay will be as detailed in Article 8 and Article 11 of this collective agreement. The individual on call will act as Working Foremen and receive the applicable rate of pay.

35:04 On Call is not restricted to bargaining unit employees.

ARTICLE 36 LEAVE OF ABSENCE

36:01 (a) Upon written request, an employee who has completed five (5) years of worked service shall be granted unpaid leave to a maximum of twelve (12) months.

(b) The maximum extended unpaid leave that will be granted to an employee during their career is two (2) one (1) year periods. In order to qualify for the second period of extended unpaid leave, the employee must complete another five (5) years for work after returning from the first twelve (12) months of extended unpaid leave.

(c) The minimum amount of leave an employee can have under this Clause is eight (8) weeks.

(d) While on such leave, employees shall continue to accumulate service for seniority purposes only unless he/she would have been otherwise laid off.

(e) Granting of all extended unpaid leave shall be subject to the operational requirements of the Employer and the availability of a qualified replacement.

(f) An employee may continue participation in the Group Insurance Program providing he/she pays 100% of the premium costs.

ARTICLE 37 TOOL ALLOWANCE *

37:01 The Mechanic Equipment Operator I who, because of the nature of his/her

work is required by the Employer to provide his/her own tools, will be paid an annual allowance of one hundred and seventy-five dollars ($175) per year, payable on a bi-weekly basis.

LETTERS OF UNDERSTANDING

- Where necessary, two (2) employees will be assigned to sewer plugs.

- Two (2) employees will be available when working in ditches.

- All time spent on raw sewer will be at the rate of double time (2).

SALARY INCREASES *

Effective February 1, 2019, increase all salaries by forty cents (40¢) per hour.

Effective February 1, 2020, increase all salaries by forty cents (40¢) per hour.

Effective February 1, 2021, increase all salaries by forty-five (45¢) cents per hour.

Effective February 1, 2022, increase all salaries by forty-five (45¢) cents per hour.

SCHEDULE "A"

SALARY SCHEDULE

Classification	Feb. 1/18	Feb. 1/19	Feb. 1/20	Feb. 1/21	Feb. 1/22
Carpenter	$25.05	$25.45	$25.85	$26.30	$26.75
Equipment Operator	$22.82	$23.22	$23.62	$24.07	$24.52
Equipment Operator/ Maintenance II	$23.65	$24.05	$24.45	$24.90	$25.35
Maintenance Person I	$21.55	$21.95	$22.35	$22.80	$23.25
Maintenance Person II	$22.62	$23.02	$23.42	$23.87	$24.32
Mechanic Equipment Operator I	$25.05	$25.45	$25.85	$26.30	$26.75
Sanitary Worker	$23.32	$23.72	$24.12	$24.57	$25.02
Stadium Recreation Attendant I	$21.55	$21.95	$22.35	$22.80	$23.25
Stadium Recreation Attendant II	$22.62	$23.02	$23.42	$23.87	$24.32
Working Foreman	$24.88	$25.28	$25.68	$26.13	$26.58

SCHEDULE B

CLASSIFICATIONS

1. **Mechanic - Equipment Operator I**

   For the purpose of this Agreement means an employee who performs mechanical repairs to all types of equipment owned by Council, supervises garage activities and garage staff, operates all of the Council's heavy equipment requiring the maintenance of a class VIII and Class III Licence (with air brake endorsement), is a welder, and performs any other duties assigned by Council.

2. **Equipment Operator**

   For the purpose of this Agreement means an employee with Class VIII or Class III Licence and can use all the town's equipment. Also performs any other duties assigned by Council.

3. **Maintenance Person I**

   For the purpose of this Agreement means an employee who works on Town outside work such as water and sewer maintenance, street maintenance, garbage collection, operates Town vehicles and equipment requiring the maintenance of a Class V Licence, and performs any other duties assigned by Council.

4. **Maintenance Person II**

   For the purpose of the Agreement means an employee who acts as a lead man for water and sewer and street maintenance work, makes repairs to and installs new water and sewer systems and performs any other duties assigned by Council.

5. **Stadium/Recreation Attendant I**

   For the purpose of this Agreement will be an employee who assists with the work required at the stadium, i.e. building maintenance, operating Zamboni, collecting tickets, cleaning, plant checks, painting, servicing ice conditioner machine, security checks; and other town recreational facilities, i.e. facility checks/inspections, assists with the preparation of special events, and also any other duties assigned by Council.

6. **Stadium/Recreation Attendant II**

   For the purpose of the Agreement means an employee who acts as a lead man for all the work required at the Stadium, i.e. building maintenance, operating Zamboni, collecting tickets, cleaning, plant checks, servicing ice conditioner machine, security checks, painting; and other recreational facilities, i.e. facility checks/inspections, assists with the preparation of special

events, supervises summer students, provides overall care of the towns recreational facilities; and any other duties assigned by Council. (When more than one qualified employee is working at the stadium, seniority will determine who acts in the position of Stadium/Recreation Attendant II.

7. **Carpenter**

For the purpose of this Agreement will be an employee who performs carpentry repairs to Council's buildings, constructs new works and any other duties assigned by Council.

8. **Working Foremen**

For the purpose of this Agreement will be an employee who in addition to the duties identified throughout Schedule B supervises a particular group of employees while executing a specific work project or the entire Town work force in the absence or at the direction of the Superintendent of Works or designate. The formal job description will include as a minimum, in addition to the above, experience in and the willingness to undertake pump house and lift station operations, including water quality testing in accordance with provincial legislation, have completed or have intentions to complete during its Spring 2009 offerings the Water Distribution Operators Certification and the Waste Water Collection Certification and any other training required to operate any of the Towns' Municipal Systems. While so employed, Working Foremen shall receive not less than ten percent (10%) above the rate paid to the Equipment Operator.

9. **Sanitary Worker**

The incumbent is responsible for collecting curb-side garbage, as required by CNWM, from residential and town properties and transporting to the Waste Management Disposal Site. The incumbent must do daily "pre-trip" inspection on truck and keep an accurate record in the inspection book provided by the Town of Lewisporte. He/she is also responsible for basic maintenance on truck; ie. Greasing and cleaning compactors, and other related duties as assigned. The hours of work shall be 7:00 a.m. to 4:00 p.m. Days of work shall be five (5) consecutive days, Monday to Friday each week.

LETTER OF UNDERSTANDING

July 29, 2019

Ms. Elaine Price
Employee Relations Officer
Newfoundland and Labrador Association of Public & Private Employees
P. O. Box 160
Grand Falls-Windsor, NL
A2A 2J4

Dear Ms. Price:

This is to confirm the understanding reached during the 2010 round of negotiations with the Newfoundland and Labrador Association of Public & Private Employees.

The employers understanding with respect to Clause 9:04 is that to receive pay the statutory holiday must have occurred within 30 days of the employees date of recall.

Regards,

Brian Peckford, Manager
Town of Lewisporte

LETTER OF UNDERSTANDING

July 29, 2019

Ms. Elaine Price
Employee Relations Officer
Newfoundland and Labrador Association of Public & Private Employees
P. O. Box 160
Grand Falls-Windsor, NL
A2A 2J4

Dear Ms. Price:

With respect to the letter of understanding dated June 11, 2004, regarding Bruce Martin, the employer has no desire to alter this arrangement, other than to provide the employee with the option to only work when Carpenters work is available. In this regard the employer provides no guarantee on the length, or any level, of employment. If the employee wishes to avail of this option a reversion back to the original provision of the 2004 letter will not be available. The Town of Lewisporte are also willing to provide the same opportunity to Mr. Leon Shearing, in that he/she can chose to only work when Mechanic Work is available. Again, the employer provides no guarantee on the length, or any level, of employment. It is understood that to permit this arrangement the requirements of Article 25:01 (Layoffs and Recalls) will be forgiven.

This letter is to confirm the understanding reached during the 2010 round of negotiations. If this is not the unions understanding, please inform the undersigned.

Regards,

Brian Peckford, Manager
Town of Lewisporte

LETTER OF UNDERSTANDING

July 29, 2019

Ms. Elaine Price
Employee Relations Officer
Newfoundland and Labrador Association of Public & Private Employees
P. O. Box 160
Grand Falls-Windsor, NL
A2A 2J4

Dear Ms. Price:

This letter is to confirm the understanding reached during the 2019 round of negotiations regarding all language related to the collection and disposal of garbage, including the position of Sanitary Worker.

Both parties agree if the Employer uses the services of CNWM to collect and dispose of garbage, all language related to the collection and disposal of garbage, including the position of Sanitary Worker, in the Collective Agreement shall be removed.

No contractor, other than the regional waste management facility CNWM shall be used for this service.

The Employer will provide the Union sixty (60) days' notice of this change.

The Sanitary Worker will be red-circled and placed into appropriate permanent position based on seniority and qualifications.

Regards,

Brian Peckford, Manager
Town of Lewisporte

Signed this 8th day of August, 2019.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

SIGNED ON BEHALF OF LEWISPORTE TOWN COUNCIL

WITNESS

SIGNED ON BEHALF OF THE NEWFOUNDLAND ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

WITNESS